



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding JARVAS ENTERPRISES  
and [tenant name suppressed to protect privacy]

## **AGREEMENT REACHED BETWEEN BOTH PARTIES**

### Dispute Codes

CNR, FF, O

### Introduction

This matter dealt with an application by the tenants to cancel a 10 Day Notice to End tenancy for unpaid rent; other issues; and to recover the filing fee from the landlord for the cost of this proceeding.

At the outset of the hearing the landlord confirmed the correct names for the landlord as entered on the tenancy agreement. The parties did not raise any objections to the landlords' correct names being added to the tenants' application and the landlords names have been added to the style of cause. The parties also advised that the tenants vacated the rental unit on May 31, 2016.

Through the course of the hearing the tenants and the landlord attending came to an agreement on other issues raised during the hearing.

The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The parties agreed that the landlord may retain the tenants' security deposit of \$750.00. As the landlord did not return the tenants' security

deposit or file an application to keep it within 15 days after the end of the tenancy, the tenants agreed not to apply for the doubling provision of the security deposit;

- The landlord agreed to apply the security deposit to the unpaid rent for May, 2016 and not to pursue the tenants for the reminder of the rent for May, 2016;
- The tenants agreed to withdraw their application in its entirety.

### Conclusion

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement. Should either party violate the terms of this settled agreement, it is open to the other party to take steps under the *Act* to seek remedy.

As this matter was settled, I have not awarded the tenants recovery of their filing fee.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 20, 2016

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Residential Tenancy Branch